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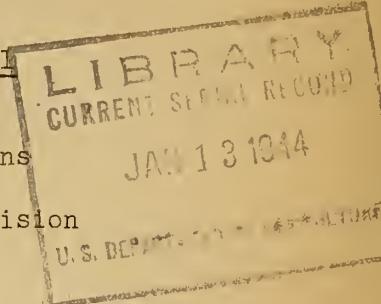


WAR FOOD ADMINISTRATION  
Food Distribution Administration  
Washington 25, D. C.

December 1, 1943

ADMINISTRATIVE SERVICES REGIONAL PROCEDURE NO.

TO: Chiefs, Regional Administrative Services Divisions  
FROM: F. J. Hughes, Chief, Administrative Services Division  
SUBJECT: Leasing Instruments



## SECTION I - GENERAL

- A. In the interest of facilitating the handling of field space matters, the Chief of the Office of Plant and Operations has approved the Administration's request for delegation of leasing authority to the Chiefs of the Regional Administrative Services Divisions, effective December 1, 1943. This authority covers making of awards, preparation of the necessary leasing instruments and execution of such leasing instruments on behalf of the Government for all field space, with the exception of those covering space for regional office purposes and non-regionalized activities outside the continental limits of the United States which will be handled through the Administrative Services Division in Washington. In the absence of the Chief of the Regional Administrative Services Division, the Acting Chief is authorized to perform such duties.
- B. The authority is granted with the understanding that the proposed leasing instruments will be submitted to the Office of the Solicitor for legal review. It shall therefore be the responsibility of the Chief of the Regional Administrative Services Division to submit to the local representative of the Solicitor the following actions:
  1. Proposed leasing instruments, after preparation, for approval as to form.
  2. Proposed leasing instruments, after execution on behalf of the lessor, for determination of sufficiency of execution.
  3. Any other legal matters arising incident to the acceptance of bids, making of improvements, etc.
- C. Exceptions from the General Accounting Office as to contracts executed under the authority set forth in this ~~Procedure~~, shall be answered by the appropriate contracting officer. A copy of the exception together with a copy of the reply to the General Accounting Office shall be forwarded to the Administrative Services Division in Washington.
- D. This Memorandum supplements and shall be used with General Administrative Instruction No. 3300.

## SECTION II - SPECIFICATIONS

- A. The invitation will be prepared on U. S. Standard Form 33 (Revised), "INVITATION, BID AND ACCEPTANCE," along the general outline of the sample attached and sufficient copies sent to proper field location for distribution.
- B. The specifications contained in the invitation must be as specific as possible and drawn in such a manner that they will not be restrictive or preclude the possibility of property owners or agents from bidding that might otherwise have suitable space available. They must not be drawn to specify some particular space found available as the result of a preliminary canvass, as such action may make it necessary to cancel all bids received and to issue a readvertisement.
- C. The invitation should state the approximate date the space should be available and the period required. The terms of any lease, however, may not extend beyond the end of the fiscal year unless funds have been appropriated by Congress for the succeeding fiscal year. In such case, the lease may be made effective toward the close of one fiscal year and run to the end of the following fiscal year.
- D. The invitation should indicate the approximate number and size of rooms, and the approximate total net square feet of space required. Except in unusual cases, it is not considered advisable to state definite maximum or minimum requirements as prospective bidders often are in a position to offer space within a few square feet more or less of the required area or one or two more or less rooms. The total net square feet of space required should be carefully considered as, generally, bids offering space which is more than ten percent (10%) less than specified in the invitation are not considered to meet the specifications and could not, therefore, be accepted. The inclusion of mandatory requirements should be avoided insofar as possible, as they frequently lead to difficulties and may delay the securing of space or result in the issuing of a readvertisement. Any additional requirements other than those stated in the sample, such as the following, should be included at the appropriate points:
  1. Acceptable area for location of building or premises, if it is imperative that the office be located in close proximity to certain trade interests, the Post Office, or to some other particular point.
  2. Any extraordinary requirements, such as good, unobstructed, north light for analytical work, skylights for cotton classing laboratories, gas or electric facilities, etc.
- E. Where it is definitely known that the annual rental rate will not be in excess of \$2,000.00 the paragraph in the sample invitation with reference to the fair market value should be omitted.
- F. There should intervene between the date of the issuance of the invitation and the date of the opening a minimum of 10 days, but preferably longer if time will permit, to give prospective bidders ample time to study the specifications and assemble the necessary data required.

In an emergency this period may be shortened provided it can be justified and a statement is submitted outlining the emergency.

G. If, at the time the advertisement is to be made, funds are not available because of the failure of Congress to pass the annual Agriculture Appropriation Bill and it is anticipated that it will be necessary to make an award before the appropriation bill is passed, the following clause should be included in the invitation: "The acceptance of any bid resulting from this advertisement shall be contingent upon the passage by Congress of an adequate appropriation for the payment of rental, and upon the failure of Congress so to appropriate shall not obligate the United States of America."

### SECTION III - PROCESSING OF BID DOCKET

- A. After receipt of the bid docket from the officer in charge the Chief of the Regional Administrative Services Division will review the entire file to determine the bid for acceptance.
- B. In award of lease contracts made in the field, administrative determination relative to the correction of errors will be made by the Chief of the Regional Administrative Services Division. Where an error or mistake in a bid is alleged and is of such a nature as to require submission to the Comptroller General before correction, the Chief of the Regional Administrative Services Division shall submit the bid docket together with a statement of facts to the Administrative Services Division in Washington for appropriate handling.
- C. In the review of the bid docket, the Chief of the Regional Administrative Services Division shall determine that the bid recommended for acceptance meets all requirements of the invitation, that all required supporting evidence is in proper form, that the bid is complete and was received prior to opening, and shall evaluate all factors, including service costs.
- D. In addition to the general factors of evaluation of procurement bids, the following factors should be observed in connection with bids for space:
  1. Time — Since a bid for the acquisition of space contemplates a continuous performance over a period of time, time is generally not a factor in determining an acceptable bid. Time may, however, be a factor where a delay in conditioning the premises will seriously interfere with the establishment of an office.
  2. Quantity Variance — The variance of quantity of space offered amounting to more than 10% below the specified requirements must not generally be accepted. Where space is demonstrated to be the only space available, this factor may be disregarded. The quantity of space in excess of minimum requirements may be accepted without regard to limitation, except that if the Government is required to pay service costs, the higher costs which would be incurred by the acceptance of a large quantity of space should be taken into

consideration in determining the lowest acceptable bid.

3. Quality Variance — Comparison of quality between two or more parcels of space may not be used in a determination of a bid for acceptance, since any space meeting the minimum requirements of the specifications is for acceptance if low as to price.
4. Moving Costs — Moving costs must be evaluated when the acceptance of an otherwise low bid would involve the relinquishment of the presently occupied quarters on which a bid is also submitted. In evaluating the moving costs, the entire possible period of occupancy must be taken into consideration; that is, the original period and any additional period or periods for which options to renew are granted. For example: if the cost of moving is \$50.00 and the period of occupancy under the bid it is desired to accept is for one year with an option to renew for four additional years, \$10.00 may be evaluated (\$50.00 divided by the entire possible period of occupancy, 5 years, equals \$10.00). In evaluating moving costs the loss of employees' time may not be taken into consideration. The costs of moving when evaluated must be accurate estimates obtained from companies or firms equipped to move the Government's equipment.
5. Location — Location of a particular space can be a consideration in rejecting a lower bid only if made an item for consideration by the inclusion of a provision in the invitation. The monetary value of loss of employees' time in coming to or going from a particular location must not be evaluated except in the case of equal bids.
6. Renewal — A period of renewal granted cannot be a consideration in acceptance of a particular bid except in the case of equal bids when the bid giving the longer period of renewal option must be accepted.

E. After determining the lowest acceptable bid, the Chief of the Regional Administrative Services Division shall have the Regional Fiscal Division encumber the necessary funds required under the proposed contract. In the event that funds are not available because of the fact that the appropriation bill providing the necessary funds has not been passed by Congress, award should be withheld if at all possible. If it is necessary, however, to make an immediate award, the award must be made, contingent upon the passage of an appropriation by Congress from which payment may be made and providing that upon failure of Congress to so appropriate acceptance of the bid shall not obligate the Government. Unless the bidder has approved this contingency by a provision in his bid, the concurrence of the bidder must be obtained before any contract results.

F. After encumbrance of the necessary funds, the Chief of the Regional Administrative Services Division shall accept the bid.

G. Where letters subsequent to the date of opening of the bids are received from the recommended bidder and are applicable to the bid as submitted, such letters shall be made a part of the acceptance by incorporation by reference. Letters required to be incorporated by reference are time extensions, clarification of facilities or services furnished, decrease

in rental rate, agreements to make alterations, etc.

- H. Supporting papers for awards made by the Chief of the Regional Administrative Services Division will be prepared under his direction. Such papers include U. S. Standard Form 1036, "Statement and Certificate of Award," and P-SC Form No. 6, "Request for Approval of Lease."
- I. Standard Form 1036 in support of the award should be brief but should contain all the essential facts to justify the action taken. All appropriate instructions on the form shall be followed and all necessary blanks completed. If other than the lowest bid is to be accepted, the justification shall be factual and not based on supposition.
- J. After acceptance of the bid, the contract shall be assigned a contract number. Lease contracts shall be numbered in the same series as other procurement contracts.

#### SECTION IV - PREPARATION AND EXECUTION OF LEASE

A. The Chief of the Regional Administrative Services Division shall, after acceptance of the bid, have a proposed leasing instrument prepared. If the amount to be expended as rent exceeds \$100.00 or if the period of the lease is more than one year a proposed lease on U. S. Standard Form No. 2 (Revised) shall be prepared. In the preparation of the proposed lease the following instructions should be observed.

- 1. The instructions on the reverse of sheet 2 of U. S. Standard No. 2 (Revised) must be followed and will be found very helpful in preparation.
- 2. Parties (Paragraph 1) — As required by the instructions, the name and address of the lessor must be clearly indicated. If more than one person or company is the lessor, the names of all persons or companies must be given. If a person or company not the owner is acting for the owner, the relationship between the owner and the person acting in the representative capacity must be set out fully. Examples of naming of parties are as follows:
  - a. Individual lessor — John Doe, or the Doe Corporation
  - b. Partnership — John Doe and Tom Brown, Partners
  - c. Fiduciary — Jack Johnson, Trustee of the Estate of John Jones; Mary Jones, Executrix of the Estate of James Rowe, deceased; Jack Spratt, Administrator of the Estate of George Spratt; John Jones by Jim Rowe, Agent
  - d. Multiple parties — John Jones and Mary Jones, Co-tenants; John Jones and Mary Rowe, joint owners with right of survivorship; John Jones, individually, and as Administrator of the Estate of Jim Wells; John Jones and Mary Jones, doing business as the Jones Company
- 3. Premises (Paragraph 2) — The description of the premises should indicate the room numbers and area in square feet of the space, in

addition to the location by street address if available, city and state.

4. Purpose (Paragraph 2) — The purpose for which the premises are to be used should be stated in as general terms as possible. The purpose should also cover any possible use which it is anticipated will be made of the premises. For example, if the purpose is stated to be for office use, it would not be possible to install a laboratory in the premises without the express permission of the lessor, and if a laboratory were to be installed without permission, the lessor could claim that the Government had violated the terms of the lease.
5. Period (Paragraph 3) — If the date of occupancy is not known, the proposed lease should be prepared for a term "beginning with the date of occupancy." The actual date of occupancy must, however, be inserted before execution of the proposed lease on behalf of the lessor. The date of occupancy of a lease may be prior to the date of acceptance of the lessor's bid or offer if the occupancy prior to date of acceptance can be explained. Occupancy prior to the date of acceptance must be justified by an exigency statement, the original of which must be filed in the General Accounting Office with the completed lease.
6. Renewal (Paragraph 5) — This provision should follow the terms of the accepted bid or offer of the lessor. However, the words "provided further, that such notice shall be computed from the date of mailing" should be added to the printed paragraph following the insertion of the ending year date.
7. Facilities, Services and Conveniences (Paragraph 6) — If the lease is negotiated, each item of facilities, services or conveniences which are being furnished by the lessor as part of the rental consideration must be specifically listed, such as "heat and heating facilities to maintain an inside temperature of 72° F. when the outside temperature is 65° F. or less; electric current for light and power; electric outlets for the operation of ordinary office machines and equipment; hot and cold running water; etc." If, however, a bid is accepted, the accepted bid should be incorporated and made a part of the lease by the following language:

"Facilities, services and conveniences enumerated in the accepted bid. The accepted bid, a copy of which is attached hereto, is, in all its terms, conditions, provisions and rights, made a part of this lease."

If, in addition, it is desired to clarify the accepted bid, an alteration may be made in the first sentence of the above quoted language, as follows: "Facilities, services and conveniences enumerated in the accepted bid, including the furnishing of electric current."

By incorporating the accepted bid and making it a part of the lease, all terms and conditions of the bid are included. Thus, it is not

necessary to include in the lease such clauses as the termination clause, the right of increase or decrease, the 48-hour workweek, the fair labor practice clause, and others. If the accepted bid is incorporated by reference, it is necessary that a conformed copy of the bid be physically attached to each copy of the lease.

8. Rent (Paragraphs 7 or 9):— The rental rate payable and the period of payment should be inserted in the appropriate blanks. The appropriations from which the rent is payable may also be inserted. However, it is considered advisable because of the varied funds used by the Food Distribution Administration, to insert the following after stating the rental rate: "payable from any funds made available by Congress or otherwise."
9. Alterations and Restoration (Paragraph 8) — The period of notice required by the Government from the lessor if restoration of the premises is to be made should be inserted in the appropriate place. It is considered advisable to require a 25 days' notice. If the premises to be covered by the proposed lease had been occupied in the past by the Agency or another Agency of the Government, the following paragraph should be inserted in the proposed lease:

"Any and all fixtures, additions, structures and signs placed by the Government in or upon the premises during any occupancy thereof under a former lease, may be removed by it at any time during the tenancy hereby created, in accordance with the provisions of the lease under which they were made or installed."
10. Other Provisions — Other provisions relating to the occupancy of the leased premises which are agreed upon between the parties may be inserted. If such provisions are included, their insertion must be noted on the form, as required by Instruction 9 on the reverse of the form by the following language: "Paragraphs \_\_\_\_\_ on page \_\_\_\_\_ were inserted prior to execution by either party." Deletion of any printed paragraphs must also be noted.
11. Termination — If a lease is negotiated, a termination provision must be inserted if at all possible. Such a termination provision should read as follows: "It is understood and agreed by and between the parties hereto that the Government has the right to terminate this lease at any time during any month upon 30 calendar days' notice in writing to the lessor, said notice to be computed from the date of mailing." If necessary, a mutual termination right may also be inserted, in which case the termination clause should read "It is understood and agreed by and between the parties hereto that either party has the right to terminate this lease at any time during any month upon 30 calendar days' notice in writing to the other party, said notice to be computed from the date of mailing." While a mutual termination right is permissible, the giving up to the lessor of the right to terminate renders the tenancy of the Government uncertain and should only be granted where absolutely necessary.
12. Deviation — Instruction 8 on the reverse of the form provides that

deviations from the printed matter are permitted only in specific instances. Other deviations require the approval of the Director of the Treasury Procurement Division. When it becomes necessary to make such deviations, a request giving the justification should be submitted to the Administrative Services Division in Washington for proper handling.

13. **Clauses of Indefinite Obligation** — No clause shall be inserted in a lease unless the obligation of the Government is definitely fixed. Thus, clauses which require the Government, in consideration of obtaining the premises rent-free, to maintain the premises in good repair and tenable condition, are not permissible unless there is a definite monetary limitation on the total amount which the Government shall be obligated to spend during any fiscal year.
- B. It is required that at least two copies of a lease be executed by or on behalf of both the lessor and the Government. One copy, executed completely, which must be the original, is for filing in the General Accounting Office and the other completely executed copy is for the lessor. If the lessor so requires, additional executed copies may be forwarded to it. It is required that the proposed leasing instrument be executed on behalf of the lessor before the instrument is executed on behalf of the Government. Presentation of a proposed leasing instrument to a prospective lessor has been held to be tantamount to an acceptance of the lessor's offer, and therefore, proposed instruments must not be presented until the leasing has been approved by the proper contracting officer. If the lessor is other than a single person, evidence of the authority of the person signing on behalf of the lessor must be obtained prior to execution of the proposed leasing instrument on behalf of the Government. Examples of authority required are as follows:
  1. **Agency** — A Power of Attorney from the owner, specifically giving the agent authority to execute the leasing instrument or leasing instruments, is required. If rental payments are also to be made to the agent, the Power of Attorney must also contain that specific authorization. Powers of Attorney are limited in scope and unless the Power of Attorney specifically sets out the action which the agent is to take, further authority should be secured.
  2. **Corporation** — The execution of the certificate at the bottom of sheet 2 is sufficient to indicate the authority of an officer to bind the corporation. The seal of the corporation should be affixed, but if the corporation has no seal, a completed certificate may be accepted if the lack of seal is explained. A certification by the contracting officer that he has determined that the person executing on behalf of the corporation has authority to act will also be accepted by the General Accounting Office.
  3. **Estate Property** — Evidence of the authority of a person to execute a leasing instrument where that person holds the title to the property for the benefit of another or others must be obtained. Since in all cases, persons holding such property are recognized by the courts

to be in a fiduciary capacity and accountable to those for whom the property is held, it is essential that no lease or agreement be entered into unless there is ample evidence of authority presented.

Examples of persons holding such property are administrators, executors, trustees and receivers. There follows a discussion of the evidence required to support the execution of leasing instruments by each:

- a. Administrator — An administrator is placed in possession of property by an order of a court of competent jurisdiction to administer the assets of the estate of a deceased person. A copy of the court order, generally known as Letters of Administration, is required. In most states an administrator is not authorized to lease property for a term of years, and in such states, if the Letters of Administration do not grant such authority, a further order of the court will be necessary. Since the term of an administrator is limited, it is necessary to be certain that the administrator is still authorized to act when it becomes necessary to make rental payments under a lease, to issue notices, or to execute supplemental instruments.
- b. Executor or Executrix — An executor or executrix is placed in possession of property by reason of a provision in the will of a deceased person. A copy of the will and the court order admitting the will to probate, generally known as Letters Testamentary, must be secured. The powers of the executor or executrix are limited to those given in the will or the laws of the state in which the property is located, and if the will or the law does not specifically authorize the execution of leases, it will be necessary to secure the approval of a court of competent jurisdiction. An executor's or executrix's tenure is also limited, and a check must be made to determine that an executor or executrix is authorized to act before any supplemental action is taken.
- c. Trustee — A trustee holds property by reasons of an instrument from a private person or corporation, a provision in a will, or an order of a court of competent jurisdiction. As for executors and administrators, the powers of a trustee are limited by the instrument of appointment, a copy of which must be obtained, and if the instrument does not grant the trustee the necessary authority, a further authorization should be obtained from the person or court which is in position to grant the authority.
- d. Receiver — A receiver of property obtains possession of property through court proceedings, usually in bankruptcy. A copy of the court order of appointment is required, and if the original order of appointment does not contain sufficient authority, a further order will be necessary.
4. Partnership — As a general rule, each partner of a real estate firm is authorized to bind the other partners in the leasing of property. A single partner of a firm not engaged in the real estate business is

ordinarily not authorized to lease property. The safest method in all cases is to have all partners sign. If but one partner signs, and the firm is not engaged in the real estate business, a copy of the articles of partnership or of a Power of Attorney from the other partners authorizing another to sign on their behalf should be secured.

5. Joint Stock Associations — Joint Stock Associations are governed by the laws of the state in which they are organized. In some jurisdictions, the associations are regarded as partnerships and in others as corporations. Depending on the state law, the type of evidence set forth above should be secured. If an association is regarded as a partnership, the names of all stockholders must be stated in the lease.
6. Joint Ownership — The safest procedure is to have all joint owners sign. If not, a Power of Attorney authorizing one or more of the joint owners to sign on behalf of the others must be secured.
7. Unincorporated Companies — All owners should sign if possible, but a valid Power of Attorney will be sufficient to authorize one or more members of the firm to sign.
8. Subletting — Where the Government is leasing premises from one who is leasing from an owner of the premises, it is incumbent upon the contracting officer to determine that the Government's lessor has authority to sublease. A copy of the lease between the Government's lessor and his lessor should be secured, and if there are provisions in that lease which would conflict with the provisions of the Government's lease, a release from the owner of the premises should be secured. This is based on the recognized principle that a lessee cannot grant rights in a sub-lease which he, himself, does not have. Consideration should also be given to whether the Government's lessor's lease is for a term equal to or greater than the entire possible period of occupancy covered by the lease between the Government and its lessor. If possible, the safest method is to have the Government's lessor's lessor join in the execution of the Government's lease.
9. Documentary Evidence — Whenever it is necessary that documentary evidence be secured, the original of such evidence, certified before a Notary Public should be secured if possible. However, in many cases, it is not possible to secure the original, and a copy certified as a true copy by a Notary Public will be acceptable. If it is impossible to obtain a certified copy of a complete document because of its length, certified excerpts from such a document showing the authority of the person executing the instrument, any limitation on such authority, and adequately identifying the authority with the premises to be leased will be acceptable.

#### SECTION V - TOTAL RENTAL \$100.00 OR LESS

- A. Upon receipt of the information from the field offices the Regional Administrative Services Division will handle the papers in accordance with the procedure outlined in SECTION IV.

B. In accordance with standard procedure, successive informal agreements may not be entered into covering rental of premises, the total of which would exceed \$100.00.

C. Original leasing instruments involving rental of less than \$100.00 or periods of less than one year need not be prepared on U. S. Standard Form No. 2. Such instruments may be prepared as informal agreements in accordance with the attached sample.

#### SECTION VI - CHANGING TERMS OF A LEASE

A. After execution of leases it is possible to make many changes in the terms and conditions of the leases without the necessity of executing new leases on U. S. Standard Form No. 2 (Revised). Changes may be made only after determination by the contracting officer that the changes are not contrary to the terms of the leasing instruments, are not detrimental to the interest of the Government, and do not involve the expenditure of funds contrary to appropriation and other limitations of law. Permissible changes include increases in area and rent, increases or decreases in rent, and changes in facilities, services or conveniences furnished. Prohibited changes include the settlement of a claim or relieving the lessor of obligations without proper and adequate consideration passing to the Government.

B. The Chief of the Regional Administrative Services Division will issue the notice, if permissible under the terms of the lease, or will prepare a proposed instrument setting forth the agreement of the parties, observing the following instructions:

1. The agreement will follow the form of the attached sample.
2. The lease and its amendments will be adequately identified in the recitation (Whereas) clauses.
3. The purpose to be accomplished by the agreement shall be set out in brief terms in the recitation (Whereas) clauses.
4. The enacting (Now, Therefore) clauses shall set out in definite, concise language the agreement between the parties.
5. All other necessary provisions shall be included in the agreement.

C. Prior to making any commitment under a supplemental agreement involving the expenditure of additional funds, funds shall be encumbered in the same manner as for original lease contracts.

D. Execution of supplemental agreements follows the same rules for execution of leases as set out in Section IV.

E. Supplemental agreements which involve the expenditure of additional funds by the Government are required to be supported by a Standard Form 1036. This form must set out the method of advertisement, or if the agreement is entered into without competition, the reasons why competition would

serve no useful purpose.

#### SECTION VII - RENEWAL OF LEASE

- A. Renewal of a lease for an additional year may be accomplished in two ways, one by notice in accordance with the option granted by the leasing instrument, and the other by agreement between the Government and the lessor.
- B. Permissible changes, such as increases and decreases of space occupancy and rent, alterations, repairs or improvements, etc. may be incorporated in renewals. Unless the Government has a right under the lease to make the change the concurrence of the lessor must be obtained by his signature on the signed carbon copy of the instrument.
- C. Where the lease contains a valid option of renewal, the renewal action may be by notice to the lessor. Notices shall be prepared on Form FDA-672. If a renewal notice is not mailed to the lessor within the time specified by the lease, the acceptance of the notice by the lessor shall be obtained by his signature on the face of the signed carbon copy of the instrument.
- D. Where a lease is being extended for an additional year in accordance with a determination that such action is to the best interest of the Government even though no option to renew exists, the renewal shall be by agreement between the parties. For this purpose, Form FDA-671 shall be used.
- E. If at the time a renewal notice is mailed to a lessor or a proposed renewal agreement is presented to the lessor for signature, funds are not available, the renewal instrument shall contain on its face the following statement: "This renewal is conditioned upon the passage of an appropriation by Congress from which expenditures thereunder may be made and shall not obligate the United States of America upon failure of Congress so to appropriate."
- F. The Chief of the Regional Administrative Services Division shall prepare and execute renewals of leases under his jurisdiction.
- G. If the renewal of the lease is not by notice, the renewal shall be supported by a Standard Form 1036. This Standard Form 1036 shall follow the form of the sample attached. To the Standard Form 1036 must be attached the prerenewal canvass statement, which in addition to being signed by the officer in charge must be approved by the contracting officer.

#### SECTION VIII - TERMINATION OF LEASE

- A. Where an office to be moved from one city to another is considered a major field office under the definition included in Paragraph 1112 of the Regulations of the Department of Agriculture, prior approval of the Administrative Council shall be obtained by submission of the appropriate justification to the Chief of the Administrative Services Division.

Where the approval of the Administrative Council is required, it shall be obtained before any action is taken to terminate an existing lease or to acquire new space.

B. Termination notices and agreements covering leases under the jurisdiction of the Chief of the Regional Administrative Services Division will be prepared by him and shall follow the forms of the attached samples.

#### SECTION IX - TRANSFER OF LEASE

A. Since leases are entered into naming the United States of America as the lessee, they may be transferred from one Governmental Agency to another. To do this it is required that the acceptance by the agency to which the lease is being transferred be obtained in a statement definitely fixing the date of transfer. A signed copy of such a letter should be filed in the General Accounting Office and a copy should be forwarded to the Administrative Services Division in Washington. It is, of course, necessary to submit to the agency taking the lease one or more conformed copies of the lease and supporting papers.

#### SECTION X - CHANGE IN OWNERSHIP

A. Leases are entered into with the lessor or his successors. Therefore, if the property is sold during the tenancy of the Government under a lease, such a change does not affect the Government's right of continued occupancy unless specific provision to that effect is made in the lease.

B. Where a change in ownership takes place, a certified copy of the Deed of Transfer should be secured. It is essential that the premises described in the Deed be identified as the same as those which the Government is leasing.

C. There should also be obtained a statement from the old owner that as of a certain date the premises were sold to the new owner and that after a certain date rental payments should be made to the new owner. A statement of similar import agreeing as to the dates should be obtained from the new owner.

D. The certified copy of the Deed as well as the original statements of the old owner and the new owner are for filing in the General Accounting Office. One conformed copy of each paper must be forwarded to the Administrative Services Division in Washington.

#### SECTION XI - REPORT OF LEASE TRANSACTION

A. A report of each lease transaction, such as new lease, supplemental agreement, termination, renewal, change in ownership, etc., is required to be filed with the Public Buildings Administration, Federal Works Agency. This procedure is a wartime substitution for prior clearance of leasing actions by the Public Buildings Administration.

- B. Reports on P-SC Form No. 6, "Request for Approval of Lease," are required for any original leasing action involving a rental rate in excess of \$500.00 per annum or involving office space for occupancy of a period in excess of six months, regardless of the rental rate involved. Reports on P-SC Form No. 6 are also required for any renewal of a lease which originally required clearance, or for any space increase of a lease originally cleared.
- C. The Chief of the Regional Administrative Services Division will complete Forms P-SC No. 6 in triplicate for all leasing transactions requiring reports on that form and shall sign the form as submitting officer.
- D. Reports to the Public Buildings Administration which are not required to be submitted on P-SC Form No. 6 will be prepared by the Lease Section, Office of Plant and Operations, from copies of the leasing instruments required to be filed in that office as hereinafter provided.

#### SECTION XII - NOTICES

- A. In the issuance of notices of termination or renewal, it is essential that the period of notice specified by the lease be given.
- B. Renewal notices requiring 30 days or one month's notice prior to the end of the fiscal year must be postmarked before midnight on May 31 in order to be valid.
- C. The following should be observed in the mailing of all notices:
  1. If the lease does not provide that the notice may be effective at any time during any month, the notice is generally held by state law to be effective only at the end of the month.
  2. If the lease does not provide that the notice shall be computed from the date of mailing, the period of notice starts to run only upon receipt of the notice by the lessor.
  3. If the lease provides that the notice is computed from the time of mailing, the period of notice starts to run the day after mailing.
  4. In computing the period of notice, the final date is included.
  5. All notices shall be forwarded by registered mail, with return receipt requested, in order to establish the date of receipt by the lessor.

#### SECTION XIII - REPAIRS AND ALTERATIONS

- A. Any contracts for repairs within the limitations of expenditures under the contractual authority delegated to the Chief of the Regional Administrative Services Division by Administrative Services Division Memorandum No. 27 may be awarded by him. All other contracts will be processed in Washington.

SECTION XIV - DISTRIBUTION OF LEASING INSTRUMENTS AND SUPPORTING PAPERS

A. The following papers are required to be filed in the General Accounting Office:

1. Agreements, including original leases, supplemental agreements, termination agreements, and renewal agreements - The original, completely executed both on behalf of the Government and the Lessor.
2. Notices, including renewal and termination notices - The signed dated carbon copy of the notice, accepted, if necessary, by the lessor.
3. Original of Standard Form 1036, when required.
4. Original Fair Market Value Statement, if required.
5. Original approved Prerenewal Canvass Statement in support of leases extended for an additional year where no option to renew exists.
6. Original, if available, or if not, a certified copy, of any documentary evidence of authority.
7. Original accepted proposal, if a bid is accepted.
8. Original Exigency Statement, if required.

B. The following papers shall be forwarded to the Administrative Services Division in Washington for transmittal to the Office of Plant and Operations with the exception of the copy of P-SC Form No. 6 and the floor plan which will be retained for the files of the Administrative Services Division:

1. One conformed copy of each paper required to be filed in the General Accounting Office.
2. Original and one copy of completed P-SC Form No. 6.
3. One copy of abstract of bids.
4. One copy of fair market value statement, if such a statement is required.
5. One copy of the floor plan of the space showing the area of each room, utilization, and number of persons occupying each room. If a floor plan is not procured or if the action is such that a floor plan is not necessary, a new or revised statement of space occupancy.

C. The following papers shall be filed in the Regional Fiscal Office:

1. One copy of each paper required to be filed in the General Accounting Office.

- D. The following papers shall be forwarded to the field office:
  - 1. One copy of the lease and of each amendment and notice.
- E. The following papers shall be retained in the files of the Regional Administrative Services Division:
  - 1. One copy of all papers required to be filed in the General Accounting Office.
  - 2. One copy of P-SC Form No. 6, where required.
  - 3. All pertinent correspondence relating to the transaction.
  - 4. Original of Abstract of Bids Received.
  - 5. Floor plan.
  - 6. All rejected bids and declinations to bid.
- F. The files of the Regional Administrative Services Division are subject to inspection of authorized representatives of the War Food Administration, staff offices of the Department, and the General Accounting Office.
- F. The following papers will be forwarded to the lessor:
  - 1. A completely executed carbon copy of the lease and any supplemental agreements thereto.
  - 2. The original of any notice. If there is more than one lessor, a copy of the notice shall be forwarded to each party.
- G. If the leasing action is executed in Washington the necessary papers required to be filed in the General Accounting Office will be forwarded by the Administrative Services Division. The copies required in the various regional offices will be transmitted to the Chief of the Regional Administrative Services Division for distribution, and the papers for Washington use will be retained.
- H. Immediately upon completion of the leasing instrument the required copies shall be forwarded to the General Accounting Office through the Regional Fiscal Division and to the Administrative Services Division in Washington. The Regulations of the Department require such filing, and it is essential that the Washington records of field space occupancy be kept as current as possible at all time.
- I. It shall be the responsibility of the Chief of the Regional Administrative Services Division to expedite the completion of leasing instruments in order that the Food Distribution Administration will not be criticized by the General Accounting Office, Members of Congress, lessors, or staff officers of the Department for its failure to file instruments promptly or to make rental payments within a reasonable time.

SECTION XV - FORMS

A. The attached forms shall be used in the processing of leasing instruments:

- \*1. U. S. Standard Form No. 2 (Revised).
- \*2. Renewal Notice, Form FDA-672
- \*3. Renewal Agreement, Form FDA-671.
- 4. Supplemental Agreement.
- \*5. U. S. Standard Form 1036.
- 6. U. S. Standard Form 1036 in support of renewal agreements.
- \*7. Prerenewal Canvass Statement, Form AD-258.
- 8. Informal Agreement.
- \*9. P-SC Form No. 6.
- 10. Termination Notice.
- 11. Termination Agreement.
- \*12. U. S. Standard Form No. 33.
- \*13. Fair Market Value Statement, Form FDA-670 (superseding SMA-1044).
- \*14. Abstract of Bids, Form SMA-1038.
- \*15. Detailed Information of Space, Forms AMS-24, SMA-1040, or FDA-463, Upon exhaustion of the stocks of AMS-24 and SMA-1040, FDA-463 shall be used.

Forms designated (\*) may be obtained upon requisition to the Administrative Services Division in Washington.



Attachments

B-131



INVITATION, BID, AND ACCEPTANCE  
(SHORT FORM CONTRACT)

WAR FOOD ADMINISTRATION  
(Department or establishment)

FOOD DISTRIBUTION ADMINISTRATION

(Office or station)

\*  
(Address)

(Date)

INVITATION

Sealed bids, in single copy, subject to the conditions on the reverse hereof, will be received at this office until 2:00 o'clock p.m., S. T. \* 194\*, and then publicly opened, for furnishing the following supplies, and/or services, for delivery at xx use at (See below).

\*

(Name)

(Title)

| ITEM<br>NO. | ARTICLES OR SERVICES  | QUANTITY | UNIT                                    | UNIT PRICE | AMOUNT     |                    |
|-------------|---|----------|---|------------|------------|--------------------|
|             |   |          |   |            | Dollars    | Cents              |
|             | The Government desires bids on office space in accordance with the requirements set forth in this invitation. Bidder will fill in all information requested so that there will be no misunderstanding on the part of the bidder or the Government as to the location, etc., of space, or as to the terms under which the space is offered for rental. This bid, if accepted, will be made a part of the resulting lease.            |          | Total Net Usable Office Space (Sq. ft.) |            | Total      | Annual Rental Rate |
| 1.          | Approximately * square feet of net usable office space (exclusive of public halls, stairways, corridors, toilets, etc.) in one reasonably modern office building of a fire-resisting type, at city *, State *, for occupancy on approximately * 19 *; with natural light and ventilation adequate for normal office purposes, preferably to consist of:<br>(a) * room(s) of approx. * sq. ft.<br>(b) * room(s) of approx. * sq. ft. |          | Room No. Area                           |            | Monthly Re |                    |
|             |   |          |   |            | \$         |                    |
|             |   |          |   |            | \$         |                    |

BID

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within \_\_\_\_\_ calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within \_\_\_\_\_ calendar days after receipt of order.

Discounts will be allowed for payment as follows: \_\_\_\_\_ percent 10 calendar days; \_\_\_\_\_ percent 20 calendar days; \_\_\_\_\_ percent 30 calendar days.

Bidder \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of person authorized to sign this bid)

ACCEPTANCE BY THE GOVERNMENT

(Date)

Accepted as to items numbered \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_  
10-1806 (OVER)

## CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.

3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: *Provided*, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.

4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby: *Provided*, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any

such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

## INSTRUCTIONS TO BIDDERS

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will, upon request, be returned at the bidder's expense.

2. Prices should be stated in units of quantity specified, with packing included.

3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.

4. Envelops containing bids must be sealed and marked on the upper left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

5. For further instructions read U. S. Standard Form 22 (Instructions to Bidders).

## INSTRUCTIONS TO CONTRACTING OFFICERS

1. If shipment is made by Government bill of lading, observe consolidated classification requirements so as to secure the lowest rate applicable.

2. Although this form meets the requirements of a formal contract (R. S. 3744), if the execution of a formal contract with bond is contemplated U. S. Standard Forms 31 and 32 should be used.

3. If there is not sufficient space on the schedule to list all of the items, insert at the bottom of the schedule "Continued on \_\_\_\_\_ sheets of U. S. Standard Form 36", and use that form also.

4. If it is definitely known that final acceptance cannot be accomplished within 10 or 20 days from date of delivery due to necessity for tests or analyses which cannot be accomplished within that time, delete, before issuance, the discount provision relating to 10 calendar days or to both 10 and 20

calendar days. The provision relating to discounts may also be deleted when funds do not become available so that payment may be made within such time limits.

5. If the contract is likely to involve patent liability, the article on patents as contained in U. S. Standard Form 32 should be used.

6. If the contract provides for liquidated damages, the above Condition No. 4 should be deleted and there should be substituted therefor the article entitled "Delays—Liquidated Damages", quoted in Paragraph 5 of the directions on page 6, U. S. Standard Form 32, modified as follows: Delete "in Article 1", line 2, and if no bond is required, delete "and his sureties", lines 6 and 10; add the last sentence (definitions) of the above Condition No. 4.

The following facilities are required: For adequate heating; for adequate electrical illumination; for operation of ordinary office machinery equipment and fans (electrical outlets); adequate toilet facilities for men and for women; for running water; elevator service if the space is located above the third floor.

The offices shall be equipped with suitable and adequate electrical fixtures for artificial illumination to provide from 12 to 20 foot candles of light, maintained in service, at desk height in all portions of the office space.

Bidder will state whether the following facilities and services are furnished at no additional cost to the Government by writing "Yes" or "No" after each, along with necessary comments. Facilities and services offered may be taken into consideration in making award:

Heat

Heat of at least 72°F. when the outside temperature is 65° or less, unless the maximum temperature permissible in the premises is required to be less by some duly constituted regulatory authority and in which event the minimum temperature of the premises occupied shall be the maximum allowed.

Electric Current

State whether direct or alternating current and cycles

Daily janitorial and char service

Cold running water

(Where available)

Hot running water

(Where available)

Shades, venetian blinds, or awnings for windows which are subject to direct sunlight (Which)

Soap and towel service

(Where available)

Window cleaning service (at least quarterly)

Electric bulbs

Initial supply

Replacement thereof

Drinking water

Is it hydrant or water cooler?

Where located?

Suitable floor covering (e.g. linoleum, asphalt tile, carpet, etc)

Indicate type

Bases for electric fans

In the initial preparation of the space prior to occupancy, the successful bidder may be required to erect or take out partitions or install electrical convenience outlets without additional cost to the Government, if these installations or changes be necessary in fulfilling the requirements of these specifications. (Bidder will indicate the alterations he will make.)

Walls, ceilings and floors shall be in good condition, clean, painted, and/or covered, so as to render a suitable appearance for the intended office purposes.

Bidder will furnish with his bid two copies of a substantially accurate floor plan showing dimensions of space, room areas, location of doors, windows, etc.

The successful bidder shall enter into a formal lease on U. S. Standard Form No. 2 (Revised) covering the period beginning with the date of occupancy and ending June 30, 194  \*. (Officer in charge must insert end of current fiscal year.)

The Government shall have the right to renew any lease resulting from this bid from year to year until June 30, 194  \*, (Officer in charge must insert extent of renewal privilege desired) under the same terms and conditions as the original lease; PROVIDED notice be given in writing to the lessor at least thirty (30) calendar days before the lease, or any renewal thereof would otherwise expire; PROVIDED that notice shall be computed from the date of mailing; PROVIDED FURTHER, if the bidder is unwilling to renew for the above period, he shall indicate that no renewal of the resulting lease shall extend the period of occupancy of the premises beyond June 30, 194  . (Bidder to insert date.)

Unless otherwise specified the Government shall have the right to terminate the resulting lease at any time during any month of the term of said lease or during any month of any renewal thereof, upon thirty (30) calendar days' notice in writing to the lessor, such notice to be computed from date of mailing.

The Government shall have the right at any time during the lease or renewal thereof to increase, if space is available, or decrease up to approximately 25% of the space under lease without in any way affecting the other terms and conditions of the lease or renewal thereof, except as to the rental paid thereunder. Rental reductions or increases shall be made in proportion to the amount of rental bases upon the amount of space herein specified; however, individual rooms must be terminated or added in entirety and not a fractional part thereof. If the bidder is unwilling to allow increase or decrease of space as specified, he will indicate the percentage of increased or decreased space that he will allow:.....

Fair Market Value: If the annual rental rate exceeds Two Thousand Dollars (\$2000.00) the bidder may be required to establish the fair market value of the building within which the space offered is located, including an evaluation of the costs of service (such as heat, light, janitor, etc.) furnished as a part of the rental consideration and a statement from the local tax assessor's office setting forth the assessed valuation of the property in question and the ratio at which local property is required by law to be assessed in relation to its full fair market value.

If the ownership of the property in which the space is located is held by other than the person signing the bid, adequate formal evidence of authority for the bidder to act for the principal and absolute identity of the principal must be furnished by the bidder upon the request of the contracting officer.

Any lease resulting from this bid shall provide for payment by the Government for only net usable space, exclusive of stairways, public corridors, toilets, etc.

The successful bidder shall comply with all codes and ordinances relating to the operation of office buildings in the city in which the space is located.

Section 143 (b) of the Revenue Act of 1936, as amended (49 Statute 1701), provides for the withholding of taxes at the source when making payments to a non-resident alien. If the bidder is an alien and not a resident of the United States, such facts must be stated below, indicating the country within which he resides.....  
.....  
.....

ESTABLISHING A MINIMUM WAR TIME WORK-WEEK OF 48 HOURS

Attention of bidders is invited to Executive Order No. 9301, February 9, 1943, 8 Federal Register 1825, and such applicable policies, directives and regulations as have been or may hereafter be issued by the War Manpower Commission.

Questions concerning the interpretation or the application of the orders or regulations are to be taken up by bidders and subcontractors with their regional or area manpower directors.

FAIR EMPLOYMENT PRACTICE

The lessor in the performance of this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessor shall include in all subcontracts a provision imposing a like obligation on subcontractors.

The payment of rental will be made at the conclusion of each month, as promptly as possible after the presentation to the Food Distribution Administration of properly executed vouchers.

Bidder to state immediately below a comprehensive description of the space offered, setting forth the location of the space in the building, the name and address of the building, type of construction, number of floors in the building, and any special features not required by these specifications, such as free use of storage space, vaults, parking space, conference rooms, etc.

NOTE TO FIELD OFFICERS

In duplicating this "Invitation" for use, if it is necessary to use Standard Form No. 36 as a continuation sheet for Page 1, the specifications should be typed in column entitled "ARTICLES OR SERVICES" rather than across the page as above. Mimeograph or plain paper should be used for all succeeding pages, which should be printed back to back. Care should be exercised to see that all places indicated with an asterisk (\*) are properly completed.



UNITED STATES DEPARTMENT OF AGRICULTURE

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, mineteen hundred forty-three, by and between the 207 SMITHSON BUILDING CORPORATION, whose address is 207 Smithson Street, Denver, Colorado, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

W I T N E S S E T H :

WHEREAS, the parties hereto have heretofore entered into a certain lease dated December 16, 1942, wherein the Lessor leased to the Government Rooms 1-A and 1-B in the Smithson Building, 207 Smithson Street, Denver, Colorado, for the period beginning November 1, 1942 and ending with June 30, 1943, the terms and conditions of which said lease have been extended to June 30, 1944; and

WHEREAS, it is the desire of the parties hereto to amend said lease by increasing the amount of floor space leased to the Government and the annual rental rate to be paid by the Government;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto that the said lease shall be and the same is hereby amended by the leasing to the Government of an additional 300 square feet of floor space, being Room 1-C, in the above-mentioned premises, effective, \_\_\_\_\_, at an increase in the annual rental rate to be paid by the Government of Three Hundred Fifty Dollars and Sixty-Two Cents (\$350.62).

It is further mutually understood and agreed by and between the parties hereto that the Lessor shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin and shall include a provision in each subcontract entered into in connection with the performance of his obligations under this lease whereby the subcontractor agrees that he will not discriminate against any of his employees or applicants to him for employment because of race, creed, color, or national origin.

It is further mutually understood and agreed by and between the said parties that all of the other terms, conditions and provisions of said lease shall be and remain in full force and effect as therein provided.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day, month and year first above written.

WITNESS:

207 SMITHSON BUILDING CORPORATION

BY: \_\_\_\_\_

Lessor.

THE UNITED STATES OF AMERICA

BY: \_\_\_\_\_

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary).

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as Lessor in the above agreement; that \_\_\_\_\_ who signed said agreement on behalf of the Lessor, was then \_\_\_\_\_ of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE  
SEAL)

STATEMENT AND CERTIFICATE  
OF AWARD

No. \_\_\_\_\_

(Contract)

Date \_\_\_\_\_

, 19\_\_\_\_

WAR FOOD ADMINISTRATION  
(Department or establishment)

FOOD DISTRIBUTION ADMINISTRATION  
(Bureau or office)

(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to \_\_\_\_\_ dealers.  
(b) And by notices posted in public places.  
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with \_\_\_\_\_ See below
5. Without advertising, it being impracticable to secure competition because of \_\_\_\_\_

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts).

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. \_\_\_\_\_<sup>4</sup> of the method of or absence of advertising and in accordance with award of contract lettered \_\_\_\_\_, as shown above; that the total number of bids received is \_\_\_\_\_, and that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

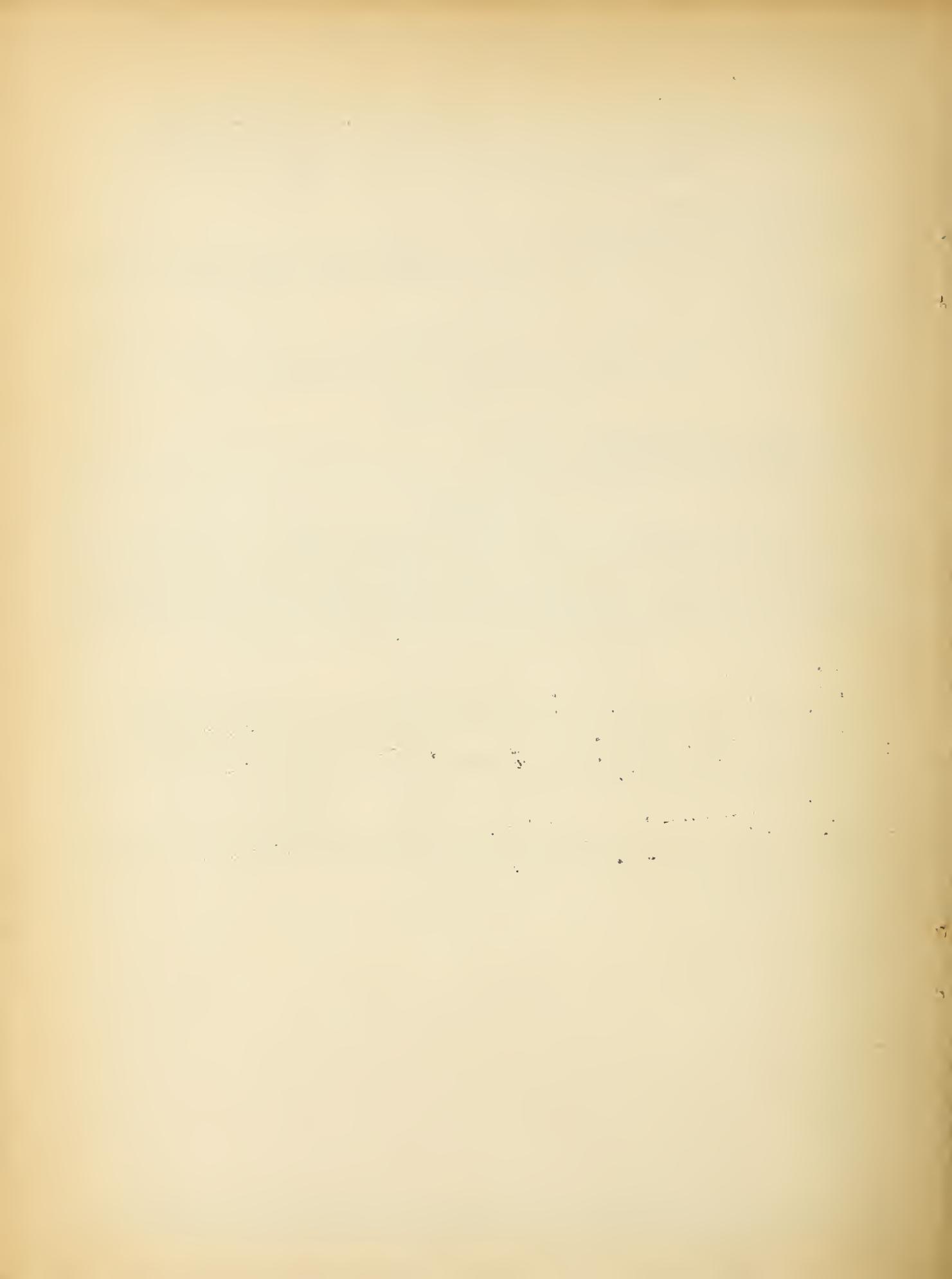
In accordance with the data contained on the attached prerenewal canvass statement, it has been administratively determined that continued occupancy of the premises covered by Lease No. \_\_\_\_\_, will not be detrimental to the Government and that, in fact, such continued occupancy will be to the best interest of the Government.

Lease No. \_\_\_\_\_, is, therefore, renewed for the period beginning July 1, 194\_\_\_\_, and ending June 30, 194\_\_\_\_, under the terms of the Comptroller General's Decision, 16 Comp. Gen. 931.

(Signature of contracting officer)

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).



WAR FOOD ADMINISTRATION  
Food Distribution Administration

## INFORMAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 194\_\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called the Lessor, and the Food Distribution Administration, War Food Administration, hereinafter called the Administration:

## WITNESSETH

1. The Lessor agrees to lease to the Administration the following described premises: \_\_\_\_\_ to be used for \_\_\_\_\_, at a rental rate of \$\_\_\_\_\_ per \_\_\_\_\_, payable at the end of \_\_\_\_\_.
2. The occupancy of the above-described premises shall cover the period beginning with \_\_\_\_\_, and ending \_\_\_\_\_, unless previously terminated upon \_\_\_\_\_ days' written notice by \_\_\_\_\_, such notice to be computed from the date of mailing.
3. The Lessor agrees to furnish to the Administration as part of the rental consideration set forth above during the period of this agreement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

5. The provisions on the reverse of this form are made a part of this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Witness:

\_\_\_\_\_ Lessor

\_\_\_\_\_

Food Distribution Administration

By:

Chief, Regional Administrative Services Division.

## CONDITIONS

The Lessor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and the Lessor shall include a provision in each subcontract entered into in connection with the performance of his obligations under this Agreement whereby the contractor agrees that he will not discriminate against any of his employees or applicants for employment because of race, creed, color or national origin.

The attention of the Lessor is called to Executive Order No. 9301, dated February 9, 1943 (8 Federal Register 1825), establishing a minimum wartime workweek of 48 hours and such applicable policies directives and regulations as have been or may hereinafter be issued by the War Manpower Commission. Questions concerning the interpretation or application of the orders or regulations are to be taken up by the party of the first part with the regional or area manpower directors.

(TERMINATION NOTICE)

(LETTERHEAD)

December 31, 1943

Smith Realty Company  
2525 Walnut Street  
Dallas, Texas

Gentlemen:

By virtue of the power and authority vested in this Department under the terms of a certain lease dated July 1, 1943, entered into by you with the United States of America, wherein you leased to the Government 2,150 square feet of floor space in the Central Office Building, 925 Market Street, Dallas, Texas, for the period beginning July 1, 1943, and ending June 30, 1944, you are hereby notified that the said lease shall terminate and be at an end at midnight, January 30, 1944, on which date possession of the premises will be surrendered to you and thereafter no rental shall be payable by or claimable from the United States of America for, or on account of, the use or occupancy of said premises for any period after said date.

Very truly yours,



( TERMINATION AGREEMENT )

UNITED STATES DEPARTMENT OF AGRICULTURE

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, nineteen hundred forty-three, by and between JOHN R. RANDOLPH, whose address is 3681 Park Place, Atlanta, Georgia, hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government:

W I T N E S S E T H :

WHEREAS, the parties hereto have heretofore entered into a certain lease, dated July 20, 1943, wherein the Lessor leased to the Government Room No. 1101, containing approximately 365 square feet of office space in the building located on the corner of So. Madison and Gerard Streets, Northeast, Atlanta, Georgia, for the period beginning with July 15, 1943 and ending with June 30, 1944; and

WHEREAS, it is the desire of the parties hereto to terminate said lease;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto that said lease shall be and the same is hereby terminated, effective at midnight, November 30, 1943, on which date possession of the premises was surrendered by the Government to the Lessor and no rental shall be payable by or claimable from the Government for, or on account of, the use or occupancy of said premises for any period after said date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day, month and year first above written.

WITNESS:

JOHN R. RANDOLPH

\_\_\_\_\_  
Lessor.

\_\_\_\_\_  
THE UNITED STATES OF AMERICA

BY: \_\_\_\_\_



NOTICE OF RENEWAL

You are advised that, under the terms of an option conferred upon this Administration by the following instrument:

all of the conditions and provisions of the said instrument are hereby extended to cover the period beginning

The considerations acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,

Chief, Regional Administrative Services Division



**RENEWAL AGREEMENT**

whose address is \_\_\_\_\_ hereinafter called the Lessor,

and the United States of America, hereinafter referred to as the Government,

WHEREAS, the parties hereto have heretofore entered into a certain lease dated , whereby the Lessor leased to the Government the following-described premises:

WHEREAS, it is desired by the parties hereto to provide for the renewal of said lease.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Said lease, and any supplements are hereby extended to cover the period beginning July 1, nineteen hundred and \_\_\_\_\_ and ending with June 30, nineteen hundred and \_\_\_\_\_ and,

(over)

The parties hereunto do hereby mutually agree that the aforesaid lease and/or any supplements may be terminated by the Government at any time during any month of the present renewal thereof upon thirty days' notice in writing to the Lessor. Such notice shall be computed from the date of mailing.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above-mentioned instrument and/or instruments as originally provided therein, shall otherwise remain in full force and effect except as herein modified.

IN WITNESS WHEREOF the parties have hereunto subscribed their names as of the day, month, and year first above written.

In presence of:

\_\_\_\_\_  
(Lessor)

\_\_\_\_\_  
(Address)

THE UNITED STATES OF AMERICA

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
(Address)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary).

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_  
Secretary of the corporation named as Lessor  
in the above agreement; that \_\_\_\_\_, who signed said  
agreement on behalf of the Lessor, was then \_\_\_\_\_  
of said corporation; that said agreement was duly signed for and in behalf  
of said corporation by authority of its governing body, and is within the  
scope of its corporate powers.

\_\_\_\_\_  
(Corporate  
Seal)

FAIR MARKET VALUE STATEMENT  
IN SUPPORT OF LEASE NUMBER

Buildings and Location \_\_\_\_\_ Date \_\_\_\_\_

1. Assessed Valuation of Building and Land  
 (Attach Statement from City or County Assessor) \$ \_\_\_\_\_

\*2. Ratio of assessed to Fair Market Value % \_\_\_\_\_

3. Fair Market Value of Building and Land  
 (Item 1 divided by Item 2) \$ \_\_\_\_\_

\*4. If the Assessor's Value is faulty give reasons:  
 \_\_\_\_\_  
 \_\_\_\_\_

\*5. Appraised Fair Market Value of Building and Land  
 (Attach at least three statements of appraisal  
 and a statement from a disinterested authority  
 as to the qualifications of the appraisers)  
 Name of Appraiser Date Value  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 Total of appraisals \$ \_\_\_\_\_  
 \*Appraised value used \$ \_\_\_\_\_

6. Total Rentable Area in the Building  
 (Obtain from Lessor) SQ. FT. \_\_\_\_\_

7. Area to be Occupied by the Government  
 (Obtain from bid or offer) SQ. FT. \_\_\_\_\_

8. Percent of Total Area Occupied by the Government  
 (Item 7 divided by Item 6) % \_\_\_\_\_

9. Fair Market Value of Space Occupied  
 (Item 3 or 5 multiplied by Item 8) \$ \_\_\_\_\_

10. Allowable Annual Rental Rate for Bare Premises  
 (15% of Item 9) \$ \_\_\_\_\_

\*11. Annual Rental Rate Under the Lease  
 (Obtain from bid or offer) \$ \_\_\_\_\_

\*12. Cost of Services for Entire Building  
 (Attach Certified Statement from Lessor) \$ \_\_\_\_\_

\*13. Cost of Services for Space Occupied  
 (Item 12 multiplied by Item 8, or cost as shown  
 on attached certified statement from Lessor) \$ \_\_\_\_\_

\*14. Annual Rental Rate Payable for Bare Premises  
 (Item 11 minus Item 13) \$ \_\_\_\_\_

It will be seen from the above that the rental under the lease is within the limitations of Section 322 of the Economy Act of 1932, as amended.

## INSTRUCTIONS

### General:

- (a) Signed statements in support of each item, as indicated, must be attached.
- (b) If the annual rental rate to be paid is slightly in excess of \$2000 and if by deducting the pro-rata cost of services from the annual rental rate, the cost for bare premises (not including the furnishing of services by the lessor) will be below \$2000, only Items 6 to 8, inclusive, and 11 to 14, inclusive, should be used.

2. The ratio of assessed to full valuation should be secured from the assessor. It must not be computed by dividing Item 1 by Item 3, unless both Item 1 and Item 3 have been furnished in the signed statement from the assessor.

4. Unless a complete justification is shown for disregarding the assessor's valuation, appraisals cannot be used.

5. See 4 (above) as to when appraisals can be used. If the appraisals show widely conflicting information, only the lowest appraisal should be used. In other cases, the average appraisal may be used.

11. If the Item is less than Item 10, the limitation of the act have been met. If this Item is greater than Item 10, use Items 12 to 14, inclusive. See 14 (below).

12. Only sums which the Lessor expends for services or maintenance of the building may be used. The cost of management and repairs, such as office expense, insurance, taxes, advertising, superintendence, repairs, painting, etc. cannot be used. See also 13 (below).

13. In the event that the cost statement is furnished only for the space to be occupied by the Government, Item 12 may be omitted and the sum inserted in Item 13. See 12 (above) for permissible costs.

14. This Item must be less than Item 10.

LEASE

between

and

THE UNITED STATES OF AMERICA

---

1. This LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand nine hundred and \_\_\_\_\_ by and between

whose address is

for heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

to be used exclusively for the following purposes (see instruction No. 3):

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning and ending with

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of

and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least                    days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the                    day of

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

7. The Government shall pay the Lessor for the premises rent at the following rate:

Payment shall be made at the end of each

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government                    days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

(Address) *1000 K Street, N.W., Washington, D.C. 20004* (8)  
UNITED STATES OF AMERICA,

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_.

Secretary of the corporation named as Lessor in the attached lease; that \_\_\_\_\_, who signed said lease on behalf of the Lessor, was then \_\_\_\_\_ of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



(Date) \_\_\_\_\_

## REQUEST FOR NEW LEASE OR RENEWAL OF LEASE

To Business Manager:

Will you please take such action as is necessary to have a new lease prepared in accordance with the information filled in below.

CITY \_\_\_\_\_ STATE: \_\_\_\_\_

NAME OF BUILDING: \_\_\_\_\_ STREET AND NO.: \_\_\_\_\_

NUMBER OF ROOMS: \_\_\_\_\_ ROOM NOS.: \_\_\_\_\_ TOTAL SQ. FT.: \_\_\_\_\_

NAME OF LESSOR: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

IF A CORPORATION SPECIFY STATE IN WHICH INCORPORATED: \_\_\_\_\_

IF A FIRM OF PARTNERS GIVE NAME OF EACH PARTNER: \_\_\_\_\_

RENTAL RATE \$ \_\_\_\_\_ PER \_\_\_\_\_ PAYABLE: \_\_\_\_\_

PERIOD \_\_\_\_\_ RENEWABLE TO \_\_\_\_\_

APPROPRIATION: \_\_\_\_\_

RENTAL INCLUDES ITEMS FOR: \_\_\_\_\_

(Precaution should be taken to see that heat, hot and cold running water, electricity for light and power, window shades, and janitor, towel and ice service, particularly janitor service, are included in the rental consideration.)

SPACE TO BE USED FOR: \_\_\_\_\_ NUMBER OF EMPLOYEES: \_\_\_\_\_

TOTAL SQ. FEET. OCCUPIED BY FURNITURE, LABORATORY EQUIPMENT, ETC.: \_\_\_\_\_

LOCATION OF OFFICES AND CHARACTER OF BUILDING:

Floor of building: \_\_\_\_\_ Number of floors in building: \_\_\_\_\_

Total office space on same floor of building: \_\_\_\_\_ square feet.

Condition of floor: \_\_\_\_\_ Is floor covering needed? \_\_\_\_\_

ASSIGNMENT OF ROOMS: (Give in space on reverse side list of rooms with information requested and, if possible, also prepare a chart or diagram of space occupied, with designation of rooms on chart by numbers and give corresponding designation below.)

(OVER)

| Room No. | Size<br>(feet) | Area<br>sq. ft. | Number of<br>employees | Class of<br>employees | Use of room |
|----------|----------------|-----------------|------------------------|-----------------------|-------------|
|          |                |                 |                        |                       |             |

ARTIFICIAL LIGHTING AND POWER:

Is electricity used for lighting? \_\_\_\_\_ For power? \_\_\_\_\_  
 Current direct or alternating? \_\_\_\_\_ Voltage? \_\_\_\_\_  
 If alternating, number of cycles and phase: \_\_\_\_\_  
 Is gas used for lighting? \_\_\_\_\_ For laboratory work? \_\_\_\_\_  
 Who pays for electricity? \_\_\_\_\_ Who pays for gas? \_\_\_\_\_

NATURAL LIGHT:

Is light poor, medium or good? \_\_\_\_\_ Direction from? \_\_\_\_\_

RUNNING WATER:

Hot? \_\_\_\_\_ Cold? \_\_\_\_\_ Location? \_\_\_\_\_

TOILET FACILITIES:

Which floor for men? \_\_\_\_\_ For women? \_\_\_\_\_ Distance? \_\_\_\_\_

IS CERTIFICATE FROM THE LOCAL FEDERAL BUSINESS ASSOCIATION ENCLOSED? \_\_\_\_\_

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I certify that the office quarters (or storage space) recommended herein were selected after careful inquiry and examination of space available and the rental is the lowest obtainable for suitable space. This space is necessary and essential and it is recommended that a new lease (or renewal of lease) be prepared for the period mentioned above after a full consideration of all of the factors involved.

Very truly yours,

WAR FOOD ADMINISTRATION  
FOOD DISTRIBUTION ADMINISTRATION

(Date) \_\_\_\_\_

**DETAILED INFORMATION REGARDING SPACE TO BE LEASED  
OR LEASE TO BE RENEWED**

To be filled in by the field representative and forwarded in triplicate with new lease or renewal docket to the appropriate Regional Administrative Services Division.

CITY \_\_\_\_\_ STATE \_\_\_\_\_

NAME OF BUILDING \_\_\_\_\_ STREET AND NO. \_\_\_\_\_

NUMBER OF ROOMS \_\_\_\_\_ ROOM NOS. \_\_\_\_\_ TOTAL SQUARE FEET \_\_\_\_\_

NAME OF LESSOR \_\_\_\_\_ ADDRESS \_\_\_\_\_

IF A CORPORATION SPECIFY STATE IN WHICH INCORPORATED \_\_\_\_\_

IF A FIRM OF PARTNERS GIVE NAME OF EACH PARTNER \_\_\_\_\_

RENTAL RATE, \$ \_\_\_\_\_ PER \_\_\_\_\_ PAYABLE \_\_\_\_\_

PERIOD \_\_\_\_\_ RENEWABLE TO \_\_\_\_\_

APPROPRIATION \_\_\_\_\_

RENTAL INCLUDES ITEMS FOR (facilities and services) \_\_\_\_\_

ASSIGNMENT OF ROOMS (give in space below list of rooms with information requested and, if possible, also prepare a chart or diagram of space occupied, with designation of rooms on chart by numbers and give corresponding designation below):

| SECTION OR UNIT | ROOM NO. | AREA<br>(SQ. FT.) | SIZE (FT.) | NUMBER OF<br>EMPLOYEES | CLASS OF<br>EMPLOYEES | USE OF ROOM |
|-----------------|----------|-------------------|------------|------------------------|-----------------------|-------------|
|                 |          |                   |            |                        |                       |             |

SPACE TO BE USED FOR \_\_\_\_\_ NUMBER OF EMPLOYEES \_\_\_\_\_

NUMBER OF EMPLOYEES \_\_\_\_\_

TOTAL SQUARE FEET OCCUPIED BY FURNITURE, LABORATORY EQUIPMENT, ETC. \_\_\_\_\_.

## LOCATION OF OFFICES AND CHARACTER OF BUILDING:

Floor(s) on which space is located \_\_\_\_\_ Number of floors in building \_\_\_\_\_

Total office space on same floor of building \_\_\_\_\_ square feet.

Condition of floor(s) \_\_\_\_\_ Is floor covering needed? \_\_\_\_\_

### CHARACTER OF SECTION OF CITY:

## Accessibility —

Street car facilities \_\_\_\_\_

## ARTIFICIAL LIGHTING AND POWER:

Is electricity used for lighting? \_\_\_\_\_ For power? \_\_\_\_\_

Direct or alternating current? \_\_\_\_\_ Voltage? \_\_\_\_\_

If alternating, state number of cycles and phase \_\_\_\_\_

Is gas used for lighting? \_\_\_\_\_ For laboratory work? \_\_\_\_\_

Who pays for electricity? ..... Who pays for gas? .....

## NATURAL LIGHT:

Is light poor, medium, or good? \_\_\_\_\_ Direction from? \_\_\_\_\_

## RUNNING WATER:

Hot? \_\_\_\_\_ Cold? \_\_\_\_\_ Location? \_\_\_\_\_

#### TOILET FACILITIES:

Which floor for men \_\_\_\_\_ For women \_\_\_\_\_ Distance \_\_\_\_\_

IS CERTIFICATE FROM LOCAL FEDERAL BUSINESS ASSOCIATION OR POSTMASTER ENCLOSED? \_\_\_\_\_

REMARKS: \_\_\_\_\_

I CERTIFY that the office quarters (or storage space) recommended herein were selected after careful inquiry and examination of space available and the rental is the lowest obtainable for suitable space. This space is necessary and essential and it is recommended that a new lease (or renewal of lease) be prepared for the period mentioned above after a full consideration of all of the factors involved.

Very truly yours,

UNITED STATES DEPARTMENT OF AGRICULTURE  
SURPLUS MARKETING ADMINISTRATION

DETAILED INFORMATION REGARDING SPACE TO BE LEASED

To be filled in by the field representative and forwarded in three copies with bids on space.

Date

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

STATE:

NAME OF BUILDING: \_\_\_\_\_ STREET AND NO.: \_\_\_\_\_

STREET AND NO.:

NUMBER OF ROOMS: \_\_\_\_\_ ROOM NOS.: \_\_\_\_\_ TOTAL SQ. FT.: \_\_\_\_\_

**TOTAL SQ. FT.:**

NAME OF LESSOR: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

ADDRESS:

IF A CORPORATION SPECIFY STATE IN WHICH INCORPORATED: \_\_\_\_\_

IF A FIRM OF PARTNERS GIVE NAME OF EACH PARTNER:

RENTAL RATE **PER** PAYABLE

PERIOD: \_\_\_\_\_ RENEWABLE TO: \_\_\_\_\_

EFFECTIVE DATE OF CONTRACT APPROPRIATION

RENTAL INCLUDES ITEMS FOR: (Facilities and Services)

ASSIGNMENT OF ROOMS: (Give in space below list of rooms with information requested, and, if possible, also prepare a chart or diagram of space occupied, with designation of rooms on chart by numbers and give corresponding designation below).

| Section<br>or Unit | Room<br>No. | Area<br>Sq.Ft. | Size<br>(feet) | No. of<br>Empl. | Class of<br>Employees | Use of Room |
|--------------------|-------------|----------------|----------------|-----------------|-----------------------|-------------|
|                    |             |                |                |                 |                       |             |

SPACE TO BE USED FOR: ..... NUMBER OF EMPLOYEES: .....

SPACE TO BE USED BY DIVISION: ..... TYPE OF OFFICE: .....

TOTAL SQ. FT. OCCUPIED BY FURNITURE, LABORATORY EQUIPMENT, ETC.: .....

LOCATION OF OFFICES AND CHARACTER OF BUILDING: .....

Floor on which space is located: ..... Number of floors in building: .....

Total office space on same floor of building: ..... Sq. Ft. .....

Condition of floor: ..... Is floor covering needed? .....

CHARACTER OF SECTION OF CITY: .....

Kind of streets: (Noisy? ..... Dirty? ..... Smooth? .....  
(Quiet? ..... Clean? ..... Rough? .....

Accessibility: .....

Street Car facilities: .....

ARTIFICIAL LIGHTING AND POWER: .....

Is electricity used for lighting? ..... For power? .....

Current direct or alternating? ..... Voltage? .....

If alternating, number of cycles and phase? .....

Is gas used for lighting? ..... For laboratory work? .....

Who pays for electricity? ..... Who pays for gas? .....

NATURAL LIGHT: .....

Is light poor, medium or good? ..... Direction from? .....

RUNNING WATER: .....

Hot? ..... Cold? ..... Location? .....

TOILET FACILITIES: .....

Which floor for men? ..... For women? ..... Distance? .....

IS CERTIFICATE FROM THE LOCAL FEDERAL BUSINESS ASSOCIATION OR POSTMASTER ENCLOSED?

REMARKS: .....

I certify that the office quarters (or storage space) recommended were selected after careful inquiry and examination of space available and the rental is the lowest obtainable for suitable space. This lease is necessary and essential and it is recommended for the period mentioned above after a full consideration of all the factors involved.

M-243

(Title)

SMA 1038

UNITED STATES DEPARTMENT OF AGRICULTURE  
Surplus Marketing Administration

ABSTRACT AND TABULATION OF BIDS RECEIVED

Number of Dealers  
Invited to Bid.....

(Place, Time and Date of Opening)

BIDDERS

ITEMS

I HEREBY CERTIFY, that the above is a complete and accurate tabulation of the bids received in connection with the above described opening.

(Signed)

(Title)

the first time in 1970, and the first time in 1971.

1970

1971

1972

1973

1974

1975

1976

1977

1978

1979

1980

1981

1982

1983

1984

1985

UNITED STATES DEPARTMENT OF AGRICULTURE  
PRERENEWAL CANVASS STATEMENT

(This form is to be filled in by the head of the office involved before renewal of leases may be effected. Since one (1) month's notice is usually required, this form should be directed through proper channels to the \_\_\_\_\_ at least sixty (60) days prior to the expiration date. All known sources of supply should be solicited and informal quotations submitted in spaces provided or on an attached rider if more than five quotations are received. A statement from the local postmaster relative to the availability of Federal space should be attached hereto. Insert present lessor's quotation under Item 1.)

(Date)

The following is a list of informal quotations for furnishing approximately \_\_\_\_\_ square feet of \_\_\_\_\_ space and pertinent services similar to those now furnished the \_\_\_\_\_ in premises known as \_\_\_\_\_, in the city of \_\_\_\_\_.

## QUOTATIONS

1. (a) \_\_\_\_\_ (Name of bidder and address of property offered)  
 (b) \_\_\_\_\_ (No. of sq. ft.) (Rate per sq. ft. per annum) (Total annual rental)  
 (c) \_\_\_\_\_ (Services included in rental rate)  
 (d) \_\_\_\_\_ (Remarks)
  
2. (a) \_\_\_\_\_ (Name of bidder and address of property offered)  
 (b) \_\_\_\_\_ (No. of sq. ft.) (Rate per sq. ft. per annum) (Total annual rental)  
 (c) \_\_\_\_\_ (Services included in rental rate)  
 (d) \_\_\_\_\_ (Remarks)
  
3. (a) \_\_\_\_\_ (Name of bidder and address of property offered)  
 (b) \_\_\_\_\_ (No. of sq. ft.) (Rate per sq. ft. per annum) (Total annual rental)  
 (c) \_\_\_\_\_ (Services included in rental rate)  
 (d) \_\_\_\_\_ (Remarks)

(OVER)

4. (a) \_\_\_\_\_  
(Name of bidder and address of property offered)

(b) \_\_\_\_\_  
(No. of sq. ft.) (Rate per sq. ft. per annum) (Total annual rental)

(c) \_\_\_\_\_  
(Services included in rental rate)

(d) \_\_\_\_\_  
(Remarks)

5. (a) \_\_\_\_\_  
(Name of bidder and address of property offered)

(b) \_\_\_\_\_  
(No. of sq. ft.) (Rate per sq. ft. per annum) (Total annual rental)

(c) \_\_\_\_\_  
(Services included in rental rate)

(d) \_\_\_\_\_  
(Remarks)

If suitable space be available at a lower rental than the existing rates, the approximate cost of moving based upon quotations and/or established rates would be as follows:

1. Moving furniture, supplies, and equipment \_\_\_\_\_  
2. Installing new telephone service \_\_\_\_\_  
3. Installing new electric service \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_

Possible annual rental reduction, \$ \_\_\_\_\_ Total cost of moving \$ \_\_\_\_\_

In accordance with the above, I recommend that (indicate choice by check opposite letter):

A. Present lease be renewed for period beginning \_\_\_\_\_ and ending \_\_\_\_\_  
B. Present lease not be renewed.  
C. Present lease be terminated effective as of \_\_\_\_\_  
D. Formal bids be taken in order to obtain space other than that now occupied.

I certify that the above is a true statement of facts and that, insofar as I have been able to determine after a thorough investigation, all sources have been canvassed from which might be obtained space suitable to the needs of the \_\_\_\_\_ offices previously described in this form immediately above the space provided for quotation No. 1.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)